

IT IS HEREBY ADJUDGED  
and DECREED this is SO  
ORDERED.

The party obtaining this order is responsible for  
noticing it pursuant to Local Rule 9022-1.

Dated: August 18, 2010



**TIFFANY & BOSCO**  
P.A.

**2525 EAST CAMELBACK ROAD  
SUITE 300**

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*Randolph J. Haines*

**RANDOLPH J. HAINES  
U.S. Bankruptcy Judge**

Mark S. Bosco  
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Attorneys for Movant

10-18945

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

Derek Robert Petersen and Ashley Ellen Ann  
Petersen

Debtors.

Chase Home Finance LLC  
Movant,

vs.

Derek Robert Petersen and Ashley Ellen Ann  
Petersen, Debtors, Robert A. MacKenzie, Trustee.

Respondents.

No. 2:10-BK-12783-RJH

Chapter 7

ORDER

(Related to Docket #10)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated January 10, 2008 and recorded in the office of the  
3 Maricopa County Recorder wherein Chase Home Finance LLC is the current beneficiary and Derek  
4 Robert Petersen and Ashley Ellen Ann Petersen have an interest in, further described as:

5 LOT 355, OF MERIDIAN POINTE UNIT 3, ACCORDING TO THE PLAT OF RECORD IN  
6 THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,  
7 RECORDED IN BOOK 502 OF MAPS, PAGE 33 AND AFFIDAVIT OF AMENDMENT  
8 RECORDED AS 2000-0633992, OF OFFICIAL RECORDS.

9 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written  
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
15 to which the Debtor may convert.  
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